

<b>REQUEST FOR QUOTATION</b>			PAGE 1 OF 13		
<b>(THIS IS NOT AN ORDER)</b>			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		
1. REQUEST NO. DJJ-12R-USA48-0001	2. DATE ISSUED 11/17/11	3. REQUISITION/PURCHASE REQUEST NO. NA	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5a. ISSUED BY U.S. Attorney's Office District of Nevada 333 S. Las Vegas Blvd., Ste. 5000, Las Vegas, NV 89101			6. DELIVER BY (Date)		
5b. FOR INFORMATION CALL (NO COLLECT CALLS)			7. DELIVERY		
NAME  Deborah V. Salas email: deborah.salas@usdoj.gov		TELEPHONE NUMBER  AREA CODE (702) NUMBER 388-5073		<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
8. TO:			9. DESTINATION		
a. NAME Prospective Offerors		b. COMPANY		a. NAME OF CONSIGNEE United States Attorney's Office District of Nevada	
				b. STREET ADDRESS 333 S. Las Vegas Blvd., Ste. 5000	
				c. CITY Las Vegas	
d. CITY		e. STATE	f. ZIP CODE	d. STATE NV	e. ZIP CODE 89101
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date)  November 28, 2011 at 10:00 AM PST Quotes received after specified date and time will not be considered			<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		
<b>11. SCHEDULE (Include applicable Federal, State and local taxes)</b>					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Prospective Offerors shall provide a price quote for court reporting services in the Los Angeles, CA 12/5 - 9/11  Tax Identification Number: DUNS Number: FSS Number if any: Business Size:  A "no bid" response is appreciated for those who do not wish to be considered or cannot meet our needs				
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE
<b>NOTE: Additional provisions and representations <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached.</b>					
13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER					
STREET ADDRESS			16. SIGNER		
			a. NAME (Type or print)		b. TELEPHONE
c. COUNTY					AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

**REQUEST FOR QUOTATION DJJ-12R-USA48-0001**  
**CONTINUATION OF STANDARD FORM 18**  
**BLOCKS 11 a. THROUGH f. – SCHEDULE/PRICES**

**STATEMENT OF WORK**

**1. Scope of Work** – Contractor shall provide on-site certified court reporter to provide court reporting services for the United States Attorney's Office (USAO), District of Nevada. The Contractor shall provide all labor, material, and equipment necessary to record and transcribe hearing testimony as requested at the location and times designated below. Court reporter will report to the USAO in Los Angeles, CA for a hearing via video teleconference with USAO in Las Vegas, NV.

**Location:** U.S. Attorney's Office, Central District of California  
312 North Spring Street., Ste. 1702  
Los Angeles, CA 90012

**Period of Performance:** The performance period on this contract shall be from:  
December 5 - 9, 2011

December 5, 2011 1:00 PM - 7:00 PM  
December 6, 2011 8:30 AM - 6:00 PM  
December 7, 2011 8:30 AM - 6:00 PM  
December 8, 2011 8:30 AM - 6:00 PM  
December 9, 2011 8:30 AM - 6:00 PM

Note: These hours are subject to change. All times noted are PST.

**2.0 Deliverables**

**2.1 Transcripts**

The Contractor shall furnish complete transcripts which accurately reflect the full and complete verbatim record of the proceeding.

(a) **Regular:** All transcripts will be completed and delivered on or before the 10<sup>th</sup> business day after the date a witness testifies in the hearing. The USAO will order a minimum of an Original and 1 copy under this contract. A regular original and copy of all testimony shall be transcribed and delivered to designated Government attorney per the time frame specified above. All deliverables shall be properly packed and packaged to avoid damage in transit. Transcripts shall be delivered as instructed Exact delivery method to be determined.

(b) **Additional Copies:** Additional copies will only be issued upon request. Even though the Government has the right to copy and distribute transcripts acquired under this contract, the Government may order additional copies of any transcript.

## **2.2 Format**


(a) Certified transcripts shall be bound with heavy weight transparent plastic with three holes punched on the left side and secured with a suitable fastener.

(b) A separate transcript shall be provided for each witness. The title page shall show the name of the witness, date, time of the commencement of the proceeding for that particular witness, docket number (if applicable), date of proceedings, name, title and address of the attorney appearing for the Government, caption of matter, authority, and indexing the exhibits will be preceded by a distinctive colored page where applicable at a minimum.

(c) All transcripts shall be typed in black ink on 8 ½ inches x 11 inches #30 white paper, with a ruled margin of 1/3/4 inches at the left side . Typing shall be 10 spaces to the inch, double spaced, and shall not be less than 25 lines to the page exclusive of the line containing the witness name, date of testimony, and page number. The lines of testimony are to be numbered on each page beginning with 1. These numbers will appear just to the left of the right ruled margin. The first line of Q and A's will be indented 5 spaces, then followed by a period and 3 blank spaces. The second line will return to one blank space after the left hand ruled margin.

(d) Exhibits admitted in evidence, when requested shall be stamped, marked, numbered by the Contractor, and arranged in numerical order, as directed by the attorney and shall be annexed to the transcript.

## **2.3 Pricing**



TYPE	Qty	Unit	Unit Price
Original	1	Page	\$
Copy	1	Page	
Additional Copies	1	Page	
Attendance Fee	1	Day	
Misc. (List)			

(a) All unit prices are fixed unit prices that include all costs necessary to provide court reporting services requested.

(b) The Government will notify the Contractor by telephone of any cancellations no later than 4:30 pm the day before the scheduled proceedings. If the Government does not notify the Contractor within the designated time, the contractor may request a pre-determined cancellation fee per cancelled day.

(c) No travel expenses such as airfare, hotel, per diem, or mileage will be reimbursed.

### **3. Other Requirements:**

(a) The Contractor shall ensure that the same court reporter provides the court reporting services for each continued segment of that proceeding. Should the Contractor not be able to provide the same court reporter it will notify the USAO that another court reporter will be providing the court reporting services

(b) Recording of each proceeding shall be taken by reporters qualified in the operation of Steno-type equipment, Real Time recording, Computer Aided Transcription (CAT), Shorthand and/or monitored Multi Microphone recording systems, and when permitted by the Presiding Official, by Steno mast. Regardless of the type of equipment used, it is mandatory that there be an accurate read back capability and that a back-up system be utilized. It is also mandatory that tape recording devices shall have a separate monitor head which shall allow the reporter to monitor the recorded tape or equivalent.

(c) The Contractor shall provide reviews and quality checks necessary to ensure that the transcripts confirm to the requirements of this contract. No transcripts will be forwarded to the Government until the quality checks reveal full format conformance and free from error.

(d) Contractor must agree to preserve, indefinitely, the confidential nature of any and all proceedings and/or recordings, discussions, interactions witnessed, viewed or accessed during the proceedings. The contractor will not use, sell, make available, or disclose any such confidential information and/or transcripts to the public, unauthorized person, or entity for any reason whatsoever without the prior written authorization of the Department of Justice, United States Attorney's Office.

### **4. Order Administration, Invoicing and Payment**

#### **Contracting Officer –**

The Contracting Officer for this award is:  
Deborah V. Salas  
U.S. Attorney's Office District of Nevada  
333 Las Vegas Blvd., S, Ste. 5000  
Telephone: (702) 388-5073  
Fax: (702) 388-6735  
E-mail: [deborah.salas@usdoj.gov](mailto:deborah.salas@usdoj.gov)

The Contracting Officer listed above is the only person authorized to direct the Contractor and obligate the Government. The Contractor shall notify the Contracting Officer prior to providing any services that are outside of those required by the purchase order.

Any actions taken by the Contractor outside the terms and conditions of this purchase order shall be deemed to have been at the Contractors convenience and therefore shall not obligate the Government to pay the Contractor for those efforts.

List of Authorized individuals designated to order transcripts under this contract will be determined at the time of award.

**Invoice Instructions:**

Invoices shall be submitted to:

U.S. Attorney's Office  
District of Nevada  
333 Las Vegas Blvd., S, Ste. 5000  
Las Vegas, NV 89101  
Attn: Deborah Salas

Prompt Payment Act - In accordance with the Federal Prompt Payment Act, the U.S. Attorney's Office is authorized 30 days from the date on which a complete, correct invoice is received to make payment.

Invoices shall be submitted with the following information:

- Tax Identification Number
- Contractor's Mailing Address
- Telephone Number
- Date of Invoice
- Invoice Number
- Purchase Order Number
- Total Invoice Amount
- Service Period/Service Description

Invoices that are not properly submitted, or that contain incorrect data, will be returned for revision.

**Invoicing Requirement** - Invoicing will be done after all services have been rendered. No advance payment will be issued.

**Payment Method** - Payment will be done by Electronic Funds Transfer (EFT). The Government reserves the right to make payments to the Contractor via EFT in accordance with FAR clause 52.232-34, incorporated by reference into this RFQ.

If payment is to be made via EFT, the Contractor shall be required to complete and EFT Enrollment Form upon award and acceptance of this contract.

**Interest on Overdue Payments** - (I) The Prompt Payment Act, Public Law 99-177 (96 Stat. 85, 31 U.S.C. 1801, as amended) is applicable to payments under this Contract and requires the payment of interest on overdue payments and improperly taken discounts, Determination of interest due will be made in accordance with the Provisions of the Prompt Payment Act.

**Payment Inquiries** - All follow-up invoices shall be marked "Duplicate of Original" Contractor questions regarding payment information or check identification should be directed to the U.S. Attorney's Office, Mireya Black, at (702) 388-6336.

## **5. Commercial Agreement**

The Government does not intend to sign a commercial agreement. The purchase order, along with the applicable Federal Acquisition Regulation clauses, are binding and legally sufficient to protect both parties. Acceptance of any commercial agreement requires the Government's legal review and negotiations and thus will cause undue administrative delay.

## **6. Evaluation Criteria**

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors may be considered.

The Government will award a contract resulting from this Request for Quotation (RFQ) to the responsible offeror whose offer conforms to the RFQ and is the "Best" Value"to the Government..

1. Contractor's ability to meet or exceed the Government's requirements as stated in this RFQ. (Experience summary, qualifications, resume's, etc.)
2. Price
3. Past Performance (Contractors shall submit at least three references)

## **NOTICE OF CONTRACTOR PERSONNEL SECURITY CLEARANCE REQUIREMENTS**

Where performance under this contract/task or delivery order/call requires contractor personnel to have access to Department of Justice (DOJ) information, systems or facilities, contractor personnel will be subject to the background clearance requirements of Homeland Security Presidential Directive (HSPD)-12, OMB Guidance Memorandum M-05-24, FIPS Publication 201 and DOJ policy implementing HSPD-12 requirements.

Background clearance requirements are determined by the risk level of each position, type of access and length of access required. Further information on background security clearance requirements applicable to contractor personnel proposed for performance on this contract/order/call may be obtained from the Contracting Officer.

All contractor personnel must meet the DOJ Residency Requirements. He/She must have lived in the United States three of the last five years immediately prior to start of performance on this contract/order/call, and/or worked for the United States overseas in a federal or military capacity, and/or be a dependent of a federal or military employee serving overseas. Specific limited waiver request requirements - contractor personnel performing duties for a cumulative total of 14 days or less where there is a critical need for their specialized and unique skills (as solely determined by the Government) may be proposed for a waiver of the Residency Requirement by the contractor. Contractor personnel who are non-US citizens proposed for such a waiver of the Residency Requirement must be from a country allied with the United States (Since the countries on the Allied Countries List are subject to change, the contractor may review the following website for current information:

<http://www.opm.gov/employ/html/Citizen.htm>

For contracts/orders/calls where access to DOJ information systems is involved, non-US citizens are not permitted to have access to or assist in the development, operation, management or maintenance of any DOJ IT system, unless a waiver is granted by the head of the Component, with concurrence of the Department Security Officer (DSO) and DOJ Chief Information Officer (CIO). Any such waiver must be in writing and be obtained prior to allowing any contractor employee who is the subject of the waiver request to begin work under this contract/order/call.

The above requirements apply to any and all contractor employees requiring access to DOJ information, systems or facilities, including subcontractor personnel, if applicable.\

Attachment A- Request for Quotation

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.204-3 Tax Identification Number (OCT 98) - If known, please indicate your Tax Identification Number (TIN).
- FAR 52.204-6 Data Universal Numbering System (DUNS) (APR 08) - If known, please indicate your Contractor Identification Number (DUNS #)
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.217-3 Evaluation Exclusive of Options (APR 84) - When the RFQ indicates option quantities will not be considered as part of the evaluation process.
- FAR 52-217-5 Evaluation of Options (JUL 90) - When the RFQ indicates option quantities will be considered as part of the evaluation process.
- FAR 52.219-1 Small Business Representation (MAY 04) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold and the contractor will perform the contract inside the United States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below.
- The North America Industry Classification System (NAICS) code for this acquisition is 561492. The small business size standard is \$7.0 mil.



The prospective contractor should provide the information below:

The offeror represents as part of its quotation that it is \_\_\_\_\_ or is not \_\_\_\_\_ a small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a small disadvantaged business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a woman-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a veteran-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a service-disabled, veteran-owned small business concern;  
is \_\_\_\_\_ or is not \_\_\_\_\_ a HUBZone small business concern.

FAR 52.222-18

Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 01) - This certification must be completed if the contractor is informed that the product or service being offered is included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, as identified by their country of origin.

The following end product(s) being acquired under this Request for Quotation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

Listed End Product

Listed Countries of Origin

Certification.

The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- [ ] The offeror will not supply any end product listed above that was mined, produced, or manufactured in a corresponding country as listed for that end product.

- [ ] The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

FAR 52.225-2

Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product". The terms "commercially available off-the-shelf (COTS) item",

"component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin
---------------	-------------------

_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

March 23, 2010

Attachment E - All Open Market Purchase Orders

- FAR 52.252-2      Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.204-2      Security Requirements (AUG 96) - When the order requires access to classified documents.
- FAR 52.204-7      Central Contractor Registration (APR 08) - in all orders unless an exception applies as listed in FAR 4.1102(a).
- FAR 52.204-9      Personal Identity Verification of Contractor Personnel (SEP 07) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.211-11      Liquidated Damages-Supplies, Services, or Research and Development (SEP 00) - When the order specifies that liquidated damages will be charged for late delivery, liquidated damages of \$ \_\_\_\_\_ shall be charged per calendar day of delay.
- FAR 52.213-2      Invoices (APR 84) - Applies to orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications.
- FAR 52.213-3      Notice to Suppliers (APR 84) - Applies to unpriced (Not-To-Exceed (NTE)) purchase orders.
- FAR 52.213-4      Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (OCT 09) - Applies to simplified acquisitions that exceed the micro-purchase threshold that are for other than commercial items.
- FAR 52.217-6      Option for Increased Quantity (MAR 89) - Exercise of the option shall be provided within \_\_\_\_\_ days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).

- FAR 52.217-8      Option to Extend Services (NOV 99) - Exercise of the option shall be provided within (insert) days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).
- FAR 52.217-9      Option to Extend the Term of the Contract (MAR 00) - Preliminary written notice of the Governments intention to exercise of the option shall be provided within \_\_\_\_\_ days of expiration of the current period. The Government shall exercise the option period in writing within \_\_\_\_\_ days of the expiration of the current period. (Unless a different number of days is specified above, the days shall be 60 and 30, respectively).
- FAR 52.222-19      Child Labor - Cooperation with Authorities and Remedies (AUG 09) - Include in all solicitations and contracts/orders for the acquisition of supplies that are expected to exceed the micro-purchase threshold.
- FAR 52.222-22      Previous Contracts and Compliance Reports (FEB 99) - Required when the Equal Opportunity clause is required:
- TO BE COMPLETED BY VENDOR - Contractor has \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; Contractor has \_\_\_\_\_ has not \_\_\_\_\_ filed all required compliance reports.
- FAR 52.223-6      Drug-Free Workplace (MAY 01) - Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, except - actions under the *simplified acquisition threshold* (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application would be inappropriate in connection with the law enforcement agency's undercover operations.
- FAR 52.232-18      Availability of funds (APR 84) - Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order.
- FAR 52.232-23      Assignment of Claims (JAN 86) - Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits assignment of claims.

FAR 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration).

FAR 52.232-36\* Payment by Third Party (FEB 2010) - Payment by Governmentwide Commercial Purchase Card.

FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 04)

FAR 52.242-15 Stop Work Order (AUG 89)

FAR 52.246-1 Contractor Inspection (APR 84)

FAR 52.247-29 F.o.b. Origin (FEB 06) - Applies when the delivery term is f.o.b. origin.

FAR 52.247-34\* F.o.b. Destination (NOV 91) - Applies when the delivery term is f.o.b. destination.

FAR 52.247-35 F.o.b. Destination within Consignee's Premises (APR 84) - Applies when the delivery term is f.o.b. destination within consignee's premises.

FAR 52.249-1 Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84).

**\*NOTE - FAR 52.232-36 Payment by Third Party clause to be included when the Government Purchase Card is used as a vehicle of payment in the order.**

**\*NOTE - Unless otherwise specifically indicated in the RFQ or order, the F.o.b Destination clause (FAR 52.247-34) shall be deemed to be the applicable clause in this order.**